

County of Monroe

The Florida Keys



BOARD OF COUNTY COMMISSIONERS

Mayor Danny L. Kolhage, District 1
Mayor Pro Tem Heather Carruthers, District 3
George Neugent, District 2
David Rice, District 4
Sylvia J. Murphy, District 5

Robert B. Shillinger, County Attorney**

Pedro J. Mercado, Assistant County Attorney **
Susan M. Grimsley, Assistant County Attorney**
Natleene W. Cassel, Assistant County Attorney**
Cynthia L. Hall, Assistant County Attorney **
Christine Limbert-Barrows, Assistant County Attorney **
Derek V. Howard, Assistant County Attorney**
Lisa Granger, Assistant County Attorney
Steven T. Williams, Assistant County Attorney
Peter H. Morris, Assistant County Attorney

Office of the County Attorney

1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 – Phone
(305) 292-3516 – Fax

** Board Certified in City, County & Local Govt. Law

Fed Ex # 8037 8949 2393

November 18, 2014

Mr. Roly Piña
Teamsters Local Union #769
12365 West Dixie Highway
North Miami, FL 33161

Re: *Contract between Monroe County and Teamsters Local Union No. 769*

Dear Mr. Piña:

Enclosed please find four (4) fully executed duplicate originals of the *Contract between Monroe County and Teamsters Local Union No. 769* as approved by the Monroe County Board of County Commissioners on October 17, 2014 (Item Q-2) for your records and distribution as needed.

Sincerely,

Katherine Peters, CP
Administrative Liaison for:
CYNTHIA L. HALL
Assistant County Attorney

CLHkmp:

Enclosures: Four (4) fully executed duplicate originals *Contract between Monroe County and Teamsters Local Union No. 769*

CONTRACT
BETWEEN
MONROE COUNTY
AND
TEAMSTERS LOCAL UNION NO. 769

TABLE OF CONTENTS

Page No.

Article 1	Recognition	3
Article 2	Intent and Purpose	3
Article 3	General	3
Article 4	Non-Discrimination	3
Article 5	Correspondence	4
Article 6	Bulletin Boards	4
Article 7	Management Rights	5
Article 8	Subcontracting	6
Article 9	Availability	7
Article 10	Safety	7
Article 11	Union Representation & Access	8
Article 12	Payroll Deduction, Union Initiation Fees and Union Dues	9
Article 13	No Strike - No Lockout	10
Article 14	Outside Employment	10
Article 15	Attendance and Punctuality	11
Article 16	Hours of Work	12
Article 17	Overtime	12
Article 18	On-Call/Standby	13
Article 19	Call Back	13
Article 20	Temporary Assignments	13
Article 21	Probationary Period	14
Article 22	Promotions – Job Openings	15

1			<u>Page No.</u>
2			
3	Article 23	Discipline	15
4			
5	Article 24	Grievance and Arbitration	16
6			
7	Article 25	Separations	19
8			
9	Article 26	Insurance	20
10			
11	Article 27	Leaves of Absence	20
12			
13	Article 28	Paid Sick Leave	22
14			
15	Article 29	Holidays	25
16			
17	Article 30	Annual Leave	27
18			
19	Article 31	Uniforms, Tools and Equipment	29
20			
21	Article 32	Remuneration	30
22			
23	Article 33	Entire Agreement	32
24			
25	Article 34	Printing Agreement	32
26			
27	Article 35	Savings Clause	32
28			
29	Article 36	Duration of Contract	33
30			
31		Attachment A	34
32			
33		Attachment B	35
34			
35		Attachment C	37
36			

1 **ARTICLE 1**

2
3 **RECOGNITION**

4
5 Monroe County (the "County") recognizes Teamster Local Union #769 affiliated with the
6 International Brotherhood of Teamsters (the "Union") as the exclusive bargaining agent
7 for PERC purposes for the employees in the unit designated by the Florida Public
8 Employees Relations Commission (PERC) in the PERC certification dated April 7, 1994,
9 a copy of which is attached.

10
11 **ARTICLE 2**

12
13 **INTENT AND PURPOSE**

14
15 It is the intent and purpose of the parties hereto to set forth herein the basic Agreement
16 covering rates of pay, hours of work, and conditions of employment; to achieve and
17 maintain harmonious relations between the County and the Union; to ensure the
18 continuous, uninterrupted and efficient operation of all departments; and to provide for
19 the prompt and amicable adjustment of differences which may arise.

20
21 **ARTICLE 3**

22
23 **GENERAL**

- 24
25 3.1 Masculine pronouns used herein shall refer to men or women or both. The use of
26 masculine job classification titles shall be construed as including each gender as
27 appropriate.
28
29 3.2 Unless otherwise stated in this Agreement, references to "days" shall mean calendar days
30 and not workdays.
31
32 3.3 The term "Department Head" as used in this Agreement is defined as the level of
33 administrator in the employees' department or division who requires Board of County
34 Commissioner confirmation of the County Administrator's appointment.
35
36 3.4 Whenever the terms "County Administrator", "Division Director" or "Department Head"
37 are used, the terms shall be interpreted to include their duly authorized representatives.
38

39 **ARTICLE 4**

40
41 **NON-DISCRIMINATION**

- 42
43 4.1 Neither the County nor the Union shall discriminate against any employee as it relates to
44 race, color, religion, gender, age, national origin, veteran status, marital status, familial
45 status, sexual orientation/preference, disability/handicap, or membership in Union or lack
46 of membership in a Union or because of any reason prohibited by law. Any claim of
47 discrimination of retaliation based on the foregoing shall be processed exclusively
48 through the appropriate administrative agency (e.g., Equal Employment Opportunity,

1 Florida Commission on Human Relations, Public Employers Relations Commission, etc.)
2 and shall not be subject to the grievance-arbitration procedures of this Agreement.
3

4 **ARTICLE 5**

5
6 **CORRESPONDENCE**
7

8 5.1 Unless otherwise provided in this Agreement all correspondence from the Union to the
9 County shall be directed to the County Administrator, and all correspondence from the
10 County to the Union shall be directed to the business representative. To comply with the
11 time limits contained in this Agreement, such correspondence shall actually be received
12 by the County Administrator or Union business representative on or before the date due
13 unless sent via the U.S. Postal Service. When the U.S. Postal Service is utilized, all time
14 limits contained in this Agreement shall be considered to be met so long as the postmark
15 date is in compliance with the specified time limit.
16

17 5.2 It is the responsibility of the Union to furnish the County with a mailing address for it and
18 to advise the County of any address changes. The initial addresses are as follows:
19

20 **COUNTY**

21 Monroe County
22 County Administrator
23 1100 Simonton Street, Suite 2-205
24 Key West, FL 33040
25 305-292-4441
26

UNION

Teamsters Local Union #769
12365 West Dixie Highway
North Miami, FL 33161
(305) 642-6255

27 5.3 Each party shall copy the other on any and all correspondence pertaining to the contract
28 sent to or received from PERC.
29

30 **ARTICLE 6**

31
32 **BULLETIN BOARDS**
33

34 6.1 The County will furnish space for the Union to place one bulletin board at each location
35 where bargaining unit employees regularly report to work and where the County has an
36 official bulletin board. Those locations are specified in Attachment A. The bulletin
37 boards will be provided by and paid for by the Union.
38

39 6.2 The County Administrator shall approve the exact location for placement of all bulletin
40 boards. Bulletin boards may be no larger than 20 inches by 30 inches.
41

42 6.3 All notices placed on such bulletin boards shall relate solely to official Union business.
43 Notices posted shall not contain derogatory, defamatory, inflammatory, or untrue
44 statements about the County or any of its officials or anyone else. Bulletin boards shall
45 not be used to communicate with the general public, to distribute political matter, or for
46 advertising. All notices shall clearly state that they are "Teamster Notices" and shall be
47 signed and dated by the Union business representative or chief steward, who will accept
48 full responsibility for their content.
49

- 1 6.4 The Union stewards shall check all bulletin boards at reasonable intervals to ensure that
2 no unauthorized materials have been posted. If unauthorized materials have been posted
3 or if the Union chief steward has been notified that bulletin boards contain unauthorized
4 materials, the Union chief steward shall cause such unauthorized materials to be removed
5 immediately. When the Human Resource Director receives complaints of unauthorized
6 material or inappropriate material, the Human Resources Director will notify the Union
7 Chief Steward for investigation and/or immediate removal of unauthorized or
8 inappropriate material. The County may remove any such inappropriate material if the
9 Union fails to timely remove the material.

11 ARTICLE 7

13 MANAGEMENT RIGHTS

- 15 7.1 Except as otherwise specifically limited in this Agreement, the Union recognizes and
16 agrees that the supervision, management, control and determination of the County
17 business, operations, working force, equipment, and facilities are exclusively vested in
18 the County and its designated officials, administrators, managers, and supervisors. The
19 County alone shall have the authority to determine and direct policies, mode, and
20 methods of providing its services and unilaterally set the standards for same, without any
21 interference in the management and conduct of the County's business by the Union or
22 any of its representatives. Except as expressly limited by a specific provision of this
23 Agreement, the County shall continue to have the exclusive right to take any action it
24 deems necessary or appropriate in the management of its business and the direction of its
25 work force. Without limiting the generality of the foregoing, such rights exclusively
26 reserved to the County shall include but not be limited to its right to determine the
27 existence or nonexistence of facts which are the basis of management decisions; the right
28 to determine the size and composition of its work forces; to determine the existence of a
29 job vacancy; to temporarily fill vacancies; to hire new employees from the outside at any
30 level; to select, reinstate, retire, promote, demote, evaluate, transfer, suspend, assign,
31 direct, lay-off and recall employees subject to the express provisions of this Agreement;
32 to determine the fact of lack of work; to determine questions of physical fitness, skills
33 and ability of employees to perform the work; to reward or reprimand, discharge or
34 otherwise discipline employees; to maintain the minimum qualifications for job
35 classifications and the amount and type of work needed; to engage in experimental and
36 development projects; to determine what records are to be made and kept, including those
37 records relating to hours of work of employees, who will make and keep the records, how
38 the records are to be made and kept; to establish new jobs, abolish or change existing
39 jobs; to determine the assignment of work; to contract out or subcontract work; to
40 schedule the hours and days to be worked on each job and to make time studies of work
41 loads, job assignments, methods of operation and efficiency from time to time and to
42 make changes based on said studies; to expand, reduce, alter, combine, transfer, assign,
43 cease, create, or restructure any department or operation for business purposes; to control,
44 regulate, and determine the number, type and use of supplies, machinery, equipment,
45 vehicles, and other property owned, used, possessed or leased by the County; to introduce
46 new, different or improved methods, means and processes of County services and
47 operations; to make or change rules and regulations, policies and practices for the
48 purpose of efficiency, safe practices and discipline; and otherwise generally to manage

1 the County, direct the work force, and establish terms and conditions of employment,
2 except as modified or restricted by a provision of this Agreement.
3

4 7.2 The County's failure to exercise any function or right hereby reserved to it, or, its
5 exercising any function or right in a particular way, shall not be deemed a waiver to its
6 rights to exercise such function or right, nor precludes the County from exercising the
7 same in some other way not in conflict with the express provisions of this Agreement.
8 The Union agrees that the County may exercise all of the above without advising the
9 Union of any proposed action; nor may the Union require the County to negotiate over
10 the decision or its effects on the employees except as altered by this Agreement. The
11 exercise of the rights specifically listed in this article does not preclude the employees or
12 their representatives from conferring with management or raising questions about the
13 practical consequences that decision on these matters may have on the terms and
14 conditions of employment.
15

16 7.3 Past practices of the Board of County Commissioners or County management shall not be
17 considered for the purpose of limiting the rights, responsibilities, or prerogatives of
18 management, nor for the purpose of enlarging upon the specific and express limitations
19 on management, which are contained in this Agreement.
20

21 7.4 If the County determines that civil emergency conditions exist, including but not limited
22 to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar
23 catastrophes or disorders, the provisions of this Agreement may be suspended by the
24 County during the term of the declared emergency. Notwithstanding the provisions of
25 Article 5, Correspondence, notice of such suspension will be given to the Union president
26 as soon as practicable after the determination has been made and by whatever means is
27 appropriate in the circumstances.
28

29 ARTICLE 8

30 SUBCONTRACTING

31
32
33 8.1 For purpose of this Agreement subcontracting shall mean work which is contracted out
34 by the County to an agency, person, company, or other provider which results in the
35 direct displacement or layoff of then existing bargaining unit employees.
36

37 8.2 The County reserves the right to subcontract work. Should subcontracting occur which
38 will result in bargaining unit employees being laid off, the County agrees to notify the
39 Union when the request to subcontract is put on the County Commission agenda. The
40 Union reserves the right to appear before the County Commission and express its position
41 to the County Commission for consideration at the time the Commission considers the
42 subcontracting agenda item without being held to the time limit of 5 minutes for a
43 representative for an organization. If employees are laid off due to subcontracting, they
44 shall have the rights provided under Article 25, Separations.
45
46

1 **ARTICLE 9**

2
3 **AVAILABILITY**

- 4
5 9.1 All County employees covered by this Agreement are subject to call back and as such
6 shall keep the County informed of their address and telephone number and/or cellular
7 phone, if they have either a phone or cellular phone
8
9 9.2 All employees being paid for stand-by must maintain availability during such stand-by
10 period. Employees who do not answer a page during such stand-by status shall be subject
11 to disciplinary action.
12
13 9.3 It is understood that some employees will be required to work during declared
14 emergencies such as hurricanes. The County will attempt to provide employees as much
15 notice as possible that they will be required to work during the declared emergency. The
16 County will also attempt, where able under the circumstances, to give employees time to
17 secure their families and personal property prior to reporting for duty. The County will
18 pay employees who work during declared emergencies pursuant to Resolution No. 224-
19 2008 as amended from time to time.
20

21 **ARTICLE 10**

22 **SAFETY**

- 23
24
25 10.1 All employees and the County shall be responsible for following the provisions of the
26 safety policy manual. This policy will be available on the web for viewing. Each
27 department will have a copy available for review. The County shall continue to have the
28 right to unilaterally establish, adopt, change, amend, withdraw, and enforce the employee
29 safety manual so long as such actions do not result in a conflict with the specific terms
30 and conditions of this Agreement. Changes to the employee safety policy manual will be
31 conspicuously posted in all work areas. Except in the case of any emergency, such
32 changes will be posted at least five working days before the effective date of the change.
33 Failure to follow prescribed safety procedures may result in disciplinary action.
34 10.2 Protective devices, wearing apparel, and other equipment necessary to protect employees
35 from injury shall be provided by the County when the County requires such use. Such
36 items, when provided, must be used, and the Union agrees that willful neglect or failure
37 by an employee to obey safety regulations and to use safety equipment shall be just cause
38 for disciplinary action. Protective devices, apparel, and equipment necessary are
39 determined by the Supervisor with the concurrence of the Safety Officer and can be
40 defined as follows:
41
42 A. Gloves
43 B. Rubber boots
44 C. Safety hard hats
45 E. Safety vests
46 F. Safety goggles
47 G. Uniforms
48 H. Protective suits

I. Other safety related devices and/or apparel necessary to protect the employee.

10.3 Any employee shall have the right to present safety concerns and recommended solutions in writing to the Safety Officer. The Safety Officer shall respond in writing to the employee within 15 working days.

10.4 The County shall provide the safety policy on the website and provide to each department a copy for their review.

10.5 Employees determined by the County to be at risk shall be provided vaccinations for Hepatitis "A" and Triple "T" (Typhoid, Tetanus & Diphtheria).

ARTICLE 11

UNION REPRESENTATION & ACCESS

11.1 The Union will not be required to represent in a grievance any employee who is not a member of the Union.

11.2 For the purpose of representing employees in accordance with the provisions of Article 24, "Grievance Procedure," the Union shall designate and/or elect stewards. Each steward will represent employees only in his/her department. The Union may designate one of the stewards to be the Chief Steward.

11.3 The business representative of the Union shall notify the Human Resources Director, in writing, of the name of the stewards and the areas they are representing, at least three days before they assume duty. If no such notice has been given, the County has no duty to recognize the stewards.

11.4 The Union steward may represent the Union or Union members in matters appropriate for grievance handling as set forth in this Agreement. Stewards may spend time on Union business during non-working time such as before or after a shift, and during authorized break and meal periods. In addition, when appropriate and in order to facilitate the scheduling of meetings and resolution of grievances, the County Administrator, in his sole discretion, or his designee may grant time off with pay to a steward to attend grievance hearings or meetings.

11.5 Officers or agents of Teamsters Local Union # 769, except County employees on duty, shall be allowed reasonable access to work sites and locations of the County with the advance consent of appropriate County officials, which consent will not be unreasonably withheld, provided that such access shall in no way interfere with the efficient operation of any department or crew.

11.6 The Union agrees that, during the term of this Agreement, its non-employee representatives and stewards shall deal only with the County Administrator, the County Attorney, or the Human Resources Director, or their designees, in matters subject to discussion in this Agreement. This does not prohibit a steward from addressing the concerns of individual employees with a supervisor or department head.

1 11.7 No Union member, agent or representative of the Union, or any person acting on behalf
2 of the Union may solicit County employees during the working hours of any employee
3 who is involved in the solicitation, nor distribute literature during working hours in areas
4 where the actual work of County employees is performed.

5
6 11.8 The County will compensate stewards for attending negotiations at their current hourly
7 rate of pay.
8
9

10 **ARTICLE 12**

11 **PAYROLL DEDUCTION, UNION INITIATION FEES AND UNION DUES**

12
13
14 12.1 Upon receipt of a signed authorization in an acceptable form from an employee, the
15 initiation fee and regular monthly dues of the Union shall be deducted from such
16 employee's pay. Such deduction shall be effective on the next regular dues deduction
17 period following the date it is received in the Human Resources Department. The County
18 will not deduct dues in arrears except to correct errors made by the County.
19

20 12.2 Monthly Union dues shall be deducted in equal amounts in each of the twenty-six pay
21 periods of each year and shall be remitted by the County no later than the fifteenth of the
22 following month to the officer and address designated by the secretary-treasurer of the
23 Union. The Union will promptly refund to the County any amount paid to the Union in
24 error on account of the dues deduction provision. The Union shall give the County a
25 minimum of thirty days written notice of the effective date and amount of any change in
26 the amount of the dues to be deducted.
27

28 12.3 No deduction shall be made from the pay of any employee during any payroll period in
29 which the employee's net earnings for the payroll period are less than the amount of dues
30 to be paid, or where the deduction would result in an employee being paid less than the
31 minimum wage and/or overtime amount required by law.
32

33 12.4 An authorization for dues deduction may be canceled after thirty days from the date
34 written employee notice of the cancellation is received by the Union. The Union
35 Secretary-Treasurer will notify the County in writing to cease deductions.
36

37 12.5 The Union shall indemnify the County and any department of the County and hold it
38 harmless against any and all claims, demands, suits, or other forms of liability that may
39 arise out of, or by reason of, any action taken by the County or any department of the
40 County for the purpose of complying with the provisions of this article.
41

42
43 12.6 An employee transferred to a classification not in the bargaining unit or whose
44 employment is terminated shall cease to be subject to Union dues deduction beginning
45 with the month after the month in which such change in employee status occurs.
46

1 **ARTICLE 13**

2
3 **NO STRIKE - NO LOCKOUT**

- 4
- 5 13.1 During the term of this Agreement, neither the Union nor its agents nor any employee,
6 for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work
7 stoppage, strike, or any other interference with the work and statutory functions or other
8 obligations of the County. During the term of this Agreement neither the County nor its
9 agents for any reason shall authorize, institute, aid, or promote any lockout of employees
10 covered by this Agreement as a result of a labor dispute with the Union, unless there is a
11 violation of the Union's no strike commitment.
- 12
- 13 13.2 The Union agrees to notify all local officers and representatives of their obligation and
14 responsibility for maintaining compliance with this article, including their responsibility
15 to remain at work during any interruption which may be caused or initiated by others, and
16 to encourage employees violating Article 13 to return to work.
- 17
- 18 13.3 The County may discharge or discipline any employee who violates Section 13.1 and any
19 employee who fails to carry out his responsibilities under Section 13.1, and the Union
20 will not resort to the grievance procedure on such employee's behalf except to determine
21 if the prohibited action did in fact occur.
- 22
- 23 13.4 Nothing contained herein shall preclude the County from obtaining judicial restraint and
24 damages in the event of a violation of this article.

25
26 **ARTICLE 14**

27
28 **OUTSIDE EMPLOYMENT**

- 29
- 30 14.1 A. Full-time employees may engage in other employment during their off-duty hours.
31 However, County employment must be considered the primary employment. Employees
32 shall not, directly or indirectly, engage in any outside employment or financial interest
33 which may conflict, in the County's opinion, with the best interests of the County or
34 interfere with the employee's ability to perform the assigned County job. Examples
35 include, but are not limited to, outside employment which:
- 36 1) Prevents the employee from being available for work beyond normal working hours,
37 such as emergencies or peak work periods, when such availability is a regular part of
38 the employee's job;
- 39 2) Is conducted during the employee's work hours;
- 40 3) Utilizes County telephones, computers, supplies, or any other resources, facilities, or
41 equipment;
- 42 4) May reasonably be perceived by members of the public as a conflict of interest or
43 otherwise discredits public service.
- 44 B. Employees shall not be instructed or allowed to perform work for private individuals
45 or other governmental agencies as part of his/her County employment except in those
46 instances where such work is part of contract arrangements entered into by the Board of
47 County Commissioners with such private individuals or government agencies, or in those
48 cases where under prior Board of County Commission policy, the employee is to give
49 service in an emergency situation.

- 1
2 14.2 Employees who have accepted outside employment are not eligible for paid sick leave
3 when the leave is used to work on the outside job. Fraudulent use of sick or personal
4 absences will be cause for disciplinary action.
5

6 **ARTICLE 15**
7

8 **ATTENDANCE AND PUNCTUALITY**
9

- 10 15.1 It is the policy of the County to require employees to report for work punctually as
11 scheduled and to work all scheduled hours and any required overtime. Excessive
12 tardiness and excessive absences disrupt workflow and customer service and will not be
13 tolerated.
14
15 15.2 Unauthorized or excessive absences or tardiness will result in disciplinary action, up to
16 and including termination. Absences in excess of those allowed by policy, tardiness or
17 leaving early without proper authorization are grounds for discipline.
18
19 15.3 Employees should notify their supervisor, as far in advance as possible whenever they are
20 unable to report for work, know they will be late, or seek permission to leave early.
21 Notification shall not be later than 1 hour after start time of employee's normal shift start.
22 Such notification should include a reason for the absence and an indication of when the
23 employee can be expected to report for work. If the supervisor or department head is
24 unavailable, the division clerk or the County Administrator should be contacted and
25 given the same information.
26
27 15.4 Employees who report for work without proper equipment or in improper attire may not
28 be permitted to work. Employees, who report for work in a condition deemed not fit for
29 work, whether for illness or any other reason, will not be allowed to work.
30
31 15.5 Employees are expected to report to their supervisor after being late or absent, giving an
32 explanation of the circumstances surrounding their tardiness or absence, and certify that
33 they are fit to return to work.
34
35 15.6 Employees who are absent from work for three consecutive workdays without giving any
36 notice to the County will be considered as having "abandoned their position" and thereby
37 voluntarily quit, unless within fourteen (14) days from the first date of absence, the
38 employee provides evidence of a medical situation that precluded them from contacting
39 the County.
40
41

1 **ARTICLE 16**

2
3 **HOURS OF WORK**

4
5 16.1 The workweek shall start at 12:01 a.m. Sunday and end at 12:00 midnight Saturday,
6 unless otherwise approved by the County Administrator. The County shall not
7 indiscriminately change regularly scheduled working hours and days off of employees
8 covered by this Agreement. Changes shall be made by reason of operational necessity
9 and/or efficiency. Such changes require at least five working days notice to the affected
10 employees except in the case of valid public necessity, such as equipment failure,
11 unanticipated employee absences, and the like. Employees' regular work schedules shall
12 contain two consecutive days off

13
14 16.2 Employees classified as regular full time will receive a total of one unpaid hour for
15 meal/rest period per work shift, the time and sequence of which will be determined by the
16 Supervisor and approved by the Department Head. If it is necessary for the non-exempt
17 employee to work without a meal/rest period he/she will be otherwise compensated for
18 that time. All other employees will receive meal or rest periods in an amount and time
19 deemed appropriate by their Supervisor. Meal and rest periods shall be scheduled by the
20 Department Head consistent with the effective operation of the department and may be
21 rescheduled whenever necessary.
22

23 **ARTICLE 17**

24 **OVERTIME**

25
26
27 17.1 It is the policy of the County to work its employees within the regularly scheduled
28 workweek unless conditions warrant.
29

30 17.2 Management may schedule overtime beyond the standard hours when it is in the best
31 interest of the County and is the most practical and economical way of meeting
32 workloads or deadlines.
33

34 17.3 Employees may be required to work overtime when requested by management unless
35 excused by management. Employees may volunteer to work overtime and should
36 communicate that interest to their supervisors. Overtime will only be scheduled for those
37 employees fully qualified to perform the work required. In all work units, the County
38 will make reasonable efforts to equalize overtime among employees who are similarly
39 classified, except as addressed in Section 17.4 below. All other factors being the same,
40 seniority may be used as a selection factor.
41

42 17.4 For overtime computation, only time worked shall be considered as time worked.
43 Absences from work will not be counted as time worked for overtime computation.
44
45

1 **ARTICLE 18**

2
3 **ON-CALL/STANDBY**

4
5 On-call duty assignments occur when a supervisor expressly orders that an employee
6 perform a certain function. These assignments are made when a supervisor mandates that
7 an employee be available for work due to an urgent situation during off-duty time. Such
8 assignments will be given to the employees who normally perform the work during
9 normal hours of work. For employees on a standby status, one hour of pay at time and
10 one-half will be paid for each regular workday. Two hours of pay at time and one-half
11 will be paid for each non-work day and holidays. On-call hours shall be in addition to
12 time worked.

13
14 **ARTICLE 19**

15 **CALL BACK**

- 16
17
18 19.1 Call back is work due to an emergency or other urgent situations during off-duty hours.
19 Callback pay shall be paid to employees either called during off duty hours or called back
20 to a work site during off duty hours. This pay shall be as follows: (a) one hour paid for
21 employees called on the phone (or the actual time spent on the phone calls, whichever is
22 greater) during off duty hours when the problem is resolved over the telephone and does
23 not require the employee to report to a job site, or (b) two hours of pay or the actual time
24 worked, whichever is greater, for an employee called back to a work site during off duty
25 hours. This time shall be considered as time worked for computing overtime. The call or
26 call back of any employee requires the prior approval of the department head or designee.
27
28 19.2 The parties agree that when an employee is regularly scheduled to come to a County
29 building in order to open and close the building for a third party is not "call back" as that
30 term is defined in the previous paragraph, but that the employee who is called to work for
31 the purpose will be entitled to a minimum of two (2) hours or actual time worked,
32 whichever is greater, computed from the time the employee arrives at the County
33 building.
34

35 **ARTICLE 20**

36 **TEMPORARY ASSIGNMENTS**

- 37
38
39 20.1 The County may temporarily assign or appoint any employee to perform work, which
40 would normally be done by an employee in another classification, when at the discretion
41 of the County such an assignment, or appointment is necessary.
42
43 20.2 An employee temporarily assigned to perform work outside his normal classification
44 shall suffer no loss of pay should said temporary assignment be to a lower classification.
45
46 20.3 An employee may be assigned to work in a higher classification up to one year, unless
47 otherwise determined by the County Administrator. An employee required to work in a
48 higher classification 30 consecutive working days or less may be required to do so at no
49 increase in pay. If the employee is required to work beyond this period, he or she should

1 be given a temporary transfer to the higher classification and be paid the appropriate rate
2 for the higher classification retroactively applied to day one he or she served in such
3 higher classification and every consecutive working day thereafter. At the conclusion of
4 the assignment, pay shall revert to the authorized rate established for his regular position.
5 Any such temporary increase granted shall not affect the employee's eligibility for
6 normal salary advancement.

7 8 **ARTICLE 21**

9 10 **PROBATIONARY PERIOD**

- 11
- 12 21.1 The probationary or "working test" period is an integral part of the hiring and promotion
13 process. It is utilized to closely observe the new employee's work, to secure the most
14 effective adjustment of a new employee to the position, and to reject any employee
15 whose performance does not meet the required work standards. Probationary employees
16 are generally ineligible for employee requested transfers or promotions unless the County
17 Administrator or Division Director determines that it is in the best interest of the County
18 to waive this rule. Probationary employees who are permitted to transfer or promote
19 shall have their new probationary period run concurrent with their existing probationary
20 period.
- 21
- 22 21.2 The probationary period shall be nine consecutive months from the employee's first day
23 of work with the County. If the employee has completed the probationary period, the
24 employee shall be placed on regular status. The County reserves the right to extend the
25 probationary period for up to three months. Such a decision shall be made at least two
26 weeks before the end of the initial probationary period, and notice shall be provided to
27 both the employee and the Union representative.
- 28
- 29 21.3 Regular status denotes final appointment in a specific County position and classification
30 following successful completion of the probationary period.
- 31
- 32 21.4 Newly hired probationary employees may be dismissed at any time at the discretion of
33 the County and are not entitled to the Career Service procedures or payments of sick
34 leave at time of termination.
- 35
- 36 21.5 If an employee who is serving a probationary period incurred as a result of a promotion is
37 found to be unqualified to perform the duties of the higher position, a good faith effort
38 will be made to return the employee to the position and status held immediately prior to
39 the promotion. If the employee's former position is filled or otherwise unavailable, the
40 employee may be transferred to a vacant position for which the employee qualifies. If no
41 vacancy exists for which the employee is qualified, the employee will be placed in a lay-
42 off status with recall rights.
- 43
44

1 **ARTICLE 22**

2
3 **PROMOTIONS – JOB OPENINGS**

- 4
- 5 22.1 In filling all vacancies in the bargaining unit, employees shall meet the qualification
6 standards of education, training, experience, and other requirements for the position to
7 which the promotion is being sought. Standards and qualifications will be established to
8 meet the basic requirements of the position.
9
- 10 22.2 Job openings will be posted on the employee bulletin boards a minimum of seven
11 calendar days. Employees, excluding temporary and all probationary employees, may
12 initiate a written request for transfer/promotion consideration.
13
- 14 22.3 An employee's eligibility for promotion will be determined by the requirements of the
15 new job. In addition, the employee must have both a satisfactory performance record and
16 no disciplinary actions (written warning or greater) during the preceding three-month
17 period. Employees along with external applicants will be considered. All things being
18 equal, and if consistent with affirmative action plans, senior employees shall have
19 preference, but there will be no guarantee of promotion. Current employee candidates for
20 promotion will normally be screened and selected on the basis of attendance and work
21 records, performance appraisals, and job-related qualifications including, in some
22 instances, aptitude tests. Seniority will prevail if two or more candidates are judged to be
23 equally qualified.
24
- 25 22.4 Promoted employees shall receive a 5% raise or the minimum of the new grade,
26 whichever is greater.
27
- 28 22.5 Promoted employees will be placed on "promotion probation" status for a period of three
29 months.
30
- 31 22.6 The County agrees to post management vacancies and will give bargaining unit
32 employees consideration in filling those vacancies.
- 33 22.7 The County will notify the Union of every job opening by sending an e-mail to the
34 Business Representative at the time that the job opening is advertised internally.
35

36 **ARTICLE 23**

37
38 **DISCIPLINE**

- 39
- 40 23.1 No employee covered by this Agreement shall be disciplined or discharged without just
41 cause. All discipline or discharge notices shall be in writing with a copy provided to the
42 employee and the Union. Such notices shall contain as complete and precise an
43 explanation as possible for the action being taken.
44
- 45 23.2 The County agrees with the tenets of progressive and corrective discipline; however, the
46 County has the right to review the employee's work history and prior record of
47 disciplinary action when determining the appropriate action to be taken. The County may
48 provide employees with notice of deficiencies and an opportunity to improve.

Notwithstanding the County's embrace of progressive and corrective discipline, the County reserves the right to discipline employees for just cause when the County deems it to be appropriate.

23.3 Disciplinary actions or measures may include, subject to the rules of the Board of County Commissioners, any of the following:

- A. Oral warning
- B. Written reprimand
- C. Suspension
- D. Demotion
- E. Discharge

23.4 All discipline in the form of adverse employment action must be processed exclusively through the grievance-arbitration procedure herein. The Union waives the right of all bargaining unit members to utilize the Career Service Act procedures for any purpose.

23.5 Disciplinary actions older than 5 years shall not be considered for purposes of progressive discipline.

ARTICLE 24

GRIEVANCE AND ARBITRATION

GRIEVANCE PROCEDURE

24.1 Except when doing so would present an unreasonable risk to the employees' safety, bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

24.2 A "grievance" is a claimed violation of an express provision of this Agreement. Notwithstanding that definition, discipline in the form of an adverse employment action shall be subject to the grievance-arbitration procedure set forth herein. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union (hereinafter the "grievant"). In either case, the procedure to be followed will be the same. The Union and management may mutually agree to waive any step. Any employee covered by this Agreement must use this grievance process and has no right to any other grievance process (i.e., administrative policy, etc.).

24.3 Any grievance defined as a claim reasonably and suitably founded on a violation of the terms and conditions of this Agreement shall systematically follow the grievance procedure as outlined herein. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation.

24.4 Rules of Grievance Processing:

- 1
2 (A) The time limitations set forth in this Article are the essence of the Agreement. A
3 grievance not advanced to the higher step by the Union or the grievant within the
4 time limit provided shall be deemed permanently withdrawn and as having been
5 settled on the basis for the decision most recently given. Failure on the part of the
6 County's representative to answer within the time limit set forth in any step will
7 entitle the employee to proceed to the next step. The time limit at any stage of the
8 grievance procedure may be extended by written mutual agreement of the parties
9 involved in that step.
10
11 (B) A grievance presented at Step 2 and above shall be dated and signed by the
12 aggrieved employee presenting it. A copy of the grievance must be forwarded to
13 Human Resources by the grievant and/or the Union. The departmental fax
14 machine will be made available for this purpose. A decision rendered shall be
15 written to the aggrieved employee with copy to the Union and shall be dated and
16 signed by the County's representative at that step.
17
18 (C) When a written grievance is presented; the County's representative shall return a
19 dated and signed copy of it at that particular step.
20
21 (D) When a grievance is reduced to writing there shall be set forth:
22
23 1. A complete statement of the grievance and the facts upon which it is
24 based;
25 2. The section or sections of this Agreement claimed to have been violated;
26 3. Any witnesses to the event or occurrence; and
27 4. The remedy or correction requested.
28
29 (F) In the settlement of any grievance resulting in retroactive adjustment, such
30 adjustment shall be limited to ten calendar days prior to the date of the filing of
31 the grievance.
32

33 STEPS FOR GRIEVANCE PROCESSING

34
35 Step 1: In the event a grievance arises, the employee must present a written grievance using the
36 form attached to this Agreement as Attachment B to his immediate supervisor within five
37 working days after the employee had knowledge of the event or occurrence giving rise to the
38 grievance. The aggrieved employee may request a representative of the Union to be present.
39 Discussions will be informal for the purpose of settling differences in the simplest and most
40 direct manner. The supervisor will consult with the department head. The department head shall
41 reach a decision and communicate it in writing to the aggrieved employee with a copy to the
42 Union within ten working days from the date the grievance was presented to the supervisor.
43

44 Step 2: If the grievance is not settled in the first step, the aggrieved employee, within five
45 working days, shall forward the written grievance to the division director. The division director
46 shall meet with the aggrieved employee, who may be accompanied by a Union steward and the
47 Union chief steward. Within ten working days after the receipt of the grievance, unless such
48 time is mutually extended in writing and the grievance is not resolved, the grievance may then be
49 forwarded to Step 3.

1
2 Step 3: If the grievance is not settled in Step 2, the Union has ten (10) working days from receipt
3 of the Step 2 answer to submit a written appeal to the County Administrator or his designated
4 representative. Within ten (10) working days thereafter, a meeting shall be held between the
5 County Administrator (or designee), the Union Agent, the Shop Steward, and the grievant. The
6 County Administrator shall provide his written answer within ten (10) working days following
7 such meeting. The parties may by mutual written agreement extend the above timelines without
8 loss of rights under this Article.

9 Step 4: The parties agree that Arbitrator Mark Lurie, Arbitrator James Mancini, and Arbitrator
10 Donald T. Ryce, serving in rotation, shall resolve grievances arising under this Agreement. In
11 the event that the grievance is not settled in step 3, either party may submit the grievance to
12 binding arbitration within ten (10) working days (or within a time period otherwise mutually
13 agreed to by the Union and the County) of the written response of the resolution board, and a
14 hearing will be scheduled with the next of the aforesaid arbitrators. Hearings shall be conducted
15 in accordance with the rules of the Federal Mediation and Conciliation Service. The Union and
16 the County shall each pay ½ of the arbitrator's fees and expenses. In the event that any of the
17 aforesaid arbitrators or their successor(s) should permanently cease to serve as an arbitrator on
18 this panel, the parties will thereupon mutually agree upon a replacement panel member.

19 24.5 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct
20 a hearing between the parties and consider the grievance. The decision of the arbitrator
21 will be served upon the Union and the County in writing. It shall be the obligation of the
22 arbitrator to issue his/her decision within 60 calendar days after the close of the hearing
23 to include receipt of post-hearing briefs. Any party desiring a transcript of the hearing
24 shall bear the cost of such transcript unless the parties mutually agree to share the cost.
25 Each party shall bear the expense of its own witnesses and of its own representatives for
26 purposes of the arbitration hearing.
27

28 24.6 The jurisdiction and authority of the arbitrator and his opinion and award shall be
29 confined exclusively to the interpretation and/or application of the express provision(s) of
30 this Agreement. He shall have no authority to add to, detract from, alter, modify, amend
31 or modify any provision of this Agreement; or to establish or alter any wage rate or wage
32 structure. No liability shall be assessed against the County for a date prior to the date
33 when the grievance is submitted in writing, or, in disciplinary cases, from the date of the
34 discipline or discharge.
35

36 The arbitrator shall not hear or decide more than one (1) grievance without the mutual
37 consent of the County and the Union. The written award of the arbitrator on the merits of
38 any grievance adjudicated within his jurisdiction and authority shall be final and binding
39 on the aggrieved employee, the Union and the County, provided that either party shall be
40 entitled to seek review of the arbitrator's decision as provided by law. With respect to
41 arbitration involving the layoff, discipline or discharge of employees, the arbitrator shall
42 have the authority to order the payment of back wages and benefits the employee would
43 otherwise have received but for his discipline or discharge (less compensation, including
44 unemployment compensation payments and other compensation earned elsewhere during
45 the period attributable to the layoff, discipline or discharge in issue, and less any amounts
46 caused by the grievant's failure to mitigate his or her damages.) The arbitrator shall have
47 no authority to award compensatory or punitive damages or attorney's fees.
48

1 24.7 The arbitrator may not issue declaratory opinions and shall be confined exclusively to the
2 question, which is presented, which question must be actual and existing.
3

4 24.8 Nothing in this Agreement shall prohibit the presence of a Union representative at any
5 steps of the grievance procedure.

6 24.9 No claimed violation of any federal statute, state or local law, rule or regulation shall be
7 subject to the grievance-arbitration procedure.
8

9 ARTICLE 25

10 SEPARATIONS

11
12
13 25.1 The effective date of separation shall be the last day on which the employee is present for
14 duty unless otherwise specified herein.
15

16 25.2 Resignation is defined as an action whereby an employee voluntarily leaves County
17 employment. An employee with no pending disciplinary action wishing to leave the
18 County in good standing shall file with the County a written resignation, stating the
19 effective date and reasons for leaving. Such notice must be given at least two weeks
20 prior to the date of separation. Employees who are absent from work for three
21 consecutive workdays without being excused or giving proper notice of their absence will
22 be considered as having voluntarily quit.
23

24 25.3 Retirement is defined as a voluntary or involuntary procedure whereby an employee
25 separates from County employment for reasons of length of service or disability. The
26 Florida Retirement System shall govern all retirement regulations and benefits. Neither
27 the employee nor the Union may use the grievance-arbitration procedures outlined in
28 Article 24 to address complaints concerning the Florida Retirement System.
29

30 25.4 Termination of employment shall be effective as of the date of death. All County
31 compensation and County benefits due to the employee as of the effective date of death
32 shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as
33 determined by law or by executed forms in the employee's personnel file.
34

35 25.5 Each six (6) months in January and June a list of the employees arranged in order of their
36 County seniority shall be sent to the Union. If a layoff does occur all temporary
37 employees and newly hired probationary employees within affected divisions will be
38 terminated first. The only exception would be if the temporary or newly hired
39 probationary employee has a particular skill required to perform certain duties and no one
40 else employed by the County is qualified. Seniority rights shall prevail based on length
41 of service with the County by classification. Permanent employees are to be laid off
42 based on their length of continuous service, provided that the employees who are retained
43 have the demonstrated ability and fitness to perform the available work. Laid-off
44 permanent employees shall be placed in open positions for which they are qualified. No
45 employee shall be moved from their job within their classification unless he or she is the
46 junior employee within that classification, provided that the employee who is not moved
47 has the demonstrated ability and fitness to perform the available work.
48

1 25.6 If an employee is laid off, the employee will be compensated for his sick and vacation as
2 if he were voluntarily quitting. Employees eligible for sick leave payment per Article
3 28.4 shall have the option of leaving the sick leave on account for up to one year. A laid-
4 off employee shall be eligible for conversion of employee health care benefits at the
5 employee's expense. Laid-off employees remain eligible for recall into positions
6 previously held with the County or for which they are qualified for a period of two years
7 from the layoff date, except this provision shall not apply if the employee accepts
8 another position within the County within this time period. Any employee so recalled
9 shall be subject to passing a typical pre-employment screening. No continuous service
10 benefits of any kind shall accrue during the layoff period. The County will notify said
11 laid off employee in writing via email of positions for which he/she may be qualified,
12 with a copy to Union, for a period of two years following the layoff date
13

14 25.7 A discharge is the involuntary separation of an employee from County employment.
15 Employees discharged for disciplinary reasons shall not generally be eligible for re-
16 employment and shall lose all seniority and reinstatement privileges. The County will
17 notify the Union steward upon the discharge of an employee in the bargaining unit but
18 failure to give such notice shall not affect the validity of the discharge.
19

20 25.8 The final pay for terminated employees will be prepared for distribution on the next
21 normally scheduled pay date following the termination date. It can be mailed to the last
22 address designated by the employee. Final pay will be paid on a normally scheduled pay
23 period.
24

25 25.9 At the time of separation and prior to receiving final monies due, all records, books,
26 assets, uniforms, keys, tools, and other items of County property in the employee's
27 custody shall be returned to the department.
28

29 25.10 Any outstanding debts incurred by an employee, which are due the County, shall be
30 deducted from the employee's final paycheck and/or termination leave pay.
31

32 ARTICLE 26

33 INSURANCE

34
35
36 26.1 Bargaining unit employees will be eligible for coverage under the County's insurance
37 plans for all other similarly-situated personnel. The County reserves the right to change
38 insurance carriers or benefits or both, and the Union hereby expressly waives any right to
39 bargain over such a decision; provided, however, that the County will bargain with the
40 Union over the effects of any change in insurance carriers or benefits, if the Union
41 requests that such bargaining occurs.
42

43 ARTICLE 27

44 LEAVES OF ABSENCE

45
46
47 27.1 Jury Duty and Court Leave.
48

1 A. A full-time employee who is summoned to jury duty by a city, the County (Monroe),
2 the State of Florida, or the Federal Government or subpoenaed to appear in court as a
3 witness in a criminal or civil action arising from his or her county employment shall be
4 granted time off with pay for the time actually spent on jury duty or in the court
5 appearance. Fees paid by the court will be retained by the employee unless otherwise
6 determined by the County Administrator. As conditions precedent to receiving time off
7 with pay for jury duty or court appearance of the aforesaid nature, the employee must:

8
9 (a.) Notify his/her Department Head of the summons or subpoena
10 immediately upon receipt produce the summons or subpoena to his/her
11 Department Head upon request, and provide the Department Head with an
12 estimate of the duration of the absence;

13
14 (b.) Report to the Department Head immediately upon the conclusion or
15 continuance of such jury duty or court appearance;

16
17 (c.) Report status of jury duty to supervisor or designee on a daily basis.
18

19 B. Any employee on jury duty as specified above, and who is released or excused from
20 jury duty during normal working hours, will immediately contact his or her supervisor in
21 order to determine whether the employee will be required to report back to work.
22 Employees who work a 24 hour shift, will contact their Department Head (or designee)
23 when released from jury duty. If the Department Head (or designee) determines that the
24 employee could not effectively complete his or her work shift, the employee may be
25 granted time off with pay for the remainder of the shift.
26

27 C. The County, in its discretion, may reschedule the working hours and days of work of
28 an employee employed on other than a full-time basis who is summoned to jury duty or
29 subpoenaed to appear in court as a witness by a city, the County (Monroe), the State of
30 Florida, or the Federal Government in a criminal or civil action arising from his or her
31 county employment. If, in the County's judgment, it is not feasible or practical to
32 schedule the employee's hours of work around such, the County shall grant the employee
33 time off with pay for the time actually spent on jury duty or in the court appearance. As
34 conditions precedent to receiving time off with pay for jury duty or court appearance of
35 the aforesaid nature, the employee must abide by the provisions contained above in
36 Article 27.1, (a), (b) and (c).
37

38 D. If any employee is subpoenaed as a witness other than in the specific circumstances
39 described above, the County will grant the employee leave without pay to the extent that
40 the Department Head so approves.
41

42 E. Notwithstanding any of the provisions of Article 27.1-A above, no employee shall
43 receive pay from the County where the employee is a plaintiff, claimant, or witness
44 against the County in a matter contrary to the County's interests.
45

46 F. Any employee subpoenaed or otherwise requested to be a participant in any legal
47 matter related to County business must inform the County Attorney's office as soon as
48 possible after receiving said notification.
49

1
2 27.2 Military Leave
3

4 An employee may request military leave to serve on active duty in an emergency or
5 required annual duty, and shall be compensated in accordance with state law, and federal
6 law. Any claimed violation of this policy must be resolved exclusively through
7 administrative-judicial procedures, and not through the grievance-arbitration procedures
8 set forth herein.
9

10 27.3 Family Medical Leave Act
11

12 The County's policy is contained at Section 8.05 of the County's Personnel Policies and
13 Procedures. FMLA is governed by applicable federal law. Any claimed violation of this
14 policy must be resolved exclusively through administrative-judicial procedures, and not
15 through the grievance-arbitration procedures set forth herein.
16

17 27.4 Bereavement Leave
18

19 All employees covered under this policy shall be granted up to two working days off with
20 pay in order to attend a funeral of a member of the employee's immediate family. The
21 immediate family shall be construed to mean one of the following: Spouse, parent, son,
22 daughter, sister, brother, domestic partner, legal guardian, grandparent or in-laws.
23 Additional time off (over and above the two working days herein provided) may be
24 approved by the Department Head, and charged to sick or annual leave. Additionally, the
25 County may require proof of death of a family member before making payment for leave.
26

27 **ARTICLE 28**
28

29 **PAID SICK LEAVE**
30

31 28.1 **SICK LEAVE**
32

33 A. **ELIGIBILITY**
34

35 All salaried employees with regular status working 20 hours or more per week
36 shall have the privilege of accruing sick leave in accordance with these policies.
37

38 Employees shall not be eligible to use sick leave until they have been in the
39 County service for 90 days, unless recommended by the Department Head and
40 approved by the Division Director. Verification of illness by a physician may be
41 required.
42

43 B. **ACCRUAL OF SICK LEAVE**
44

45 All regular, full-time employees will accrue 4 hours sick leave per pay period.
46

47 There will be no limit of the amount of sick leave that can be accrued.
48

1 Sick leave for employees working less than 40 hours per week, but at least twenty
2 (20) hours per week will be prorated according to the hours worked.
3

4 When there has been a break in service of 48 hours or more, the employee upon
5 reinstatement or re-employment will begin accruing sick leave as a new
6 employee. Employees who are on leave without pay for more than 8 hours during
7 a pay period will not accrue sick leave for that pay period.
8

9 **C. USE OF SICK LEAVE**

10
11 1. Sick leave shall be used only with the approval of the applicable Department
12 Head, Division Director or County Administrator and shall not be authorized prior
13 to the time it is earned and credited to the employee except in cases of
14 prearranged medical appointments, surgery or other health-related matters.
15

16 2. Sick leave shall be authorized only in the event of:
17

18 (a.) The employee's personal illness, injury or exposure to a contagious
19 disease which would endanger others.
20

21 (b.) Illness or injury of a member of the immediate family. (see definition
22 of immediate family.)
23

24 (c.) The employee's personal appointments with a practitioner when it is
25 not possible to arrange such appointments for off-duty hours, but not to
26 exceed the extent of time required to complete such appointments.
27

28 (d.) Prearranged surgery or other health-related matters.
29

30 **D. Monroe County has established a Sick Leave Pool for eligible full-time employees**
31 **designed to aid the employee suffering from an extended illness or injury (See**
32 **Administrative Instruction 4702 for rules and enrollment procedures).**
33

1 **28.2 MEDICAL JUSTIFICATION**

2
3 A. Sick leave is a privilege, and not a benefit. In fact, use of sick time actually causes a
4 hardship on the County. The County must, therefore, ensure that employees utilizing sick
5 leave are complying with The Monroe County Personnel Policies and Procedures.
6

7 Employees must meet the following conditions in order to be granted sick leave with pay:
8

9 (1) Notify his/her immediate Supervisor as soon as the employee learns that
10 he/she will be unable to report to work in accordance with individual department
11 policy. The employee shall call in to his/her immediate Supervisor at least one
12 (1) time on each consecutive shift thereafter, that the employee will miss work
13 because of sick leave.
14

15 (2) File a written report (after returning to work) explaining the nature of the
16 illness when required, by her Supervisor or Department Head.
17

18 (3) Permit medical examination, nursing visit or any County inquiry (telephone
19 call, visit to the employee's house, etc.) deemed appropriate by the County to
20 document the illness of the employee or family member.
21

22 The Department Head is responsible for following up on sick leave use and for ensuring
23 that there is no sick leave abuse. The Department Head may require any employee to
24 bring in a note from his or her personal physician for absences of three (3) consecutive
25 working days or more. However, if a Department Head reasonably suspects that an
26 employee is abusing sick leave, said Department Head may require that any use of sick
27 leave by the employee for herself or family member be justified by a note from a
28 physician. Further, in the event that a Department Head is unsatisfied with the initial
29 doctor's note, he may require the employee or family member to be examined by a
30 County - designated physician at the County's expense.
31

32 B. If it is determined that the employee is unfit to continue working, the Department
33 Head may require the employee to use any part of his accrued sick leave, compensatory
34 time or annual leave and may thereafter require the employee to take such leave without
35 pay as is medically determined sufficient to restore him to normal health, however, this
36 will in no way prevent the County from separating him from employment if the absence
37 would be of such duration as to pose a hardship on the operations of the Department.
38

39 C. The Department Head may require, at any time, an employee to present medical
40 evidence that he is physically or mentally fit to work and/or the Department Head may
41 require an employee to be examined by a County-designated physician or psychiatrist, at
42 the County's expense.
43

44 D. If the employee's illness is covered by FMLA, the County's FMLA policy will
45 govern entitlement to leave and the terms and conditions of that leave.
46
47

1 28.3 NOTIFICATION OF ABSENCE

2
3 If absent for three consecutive work days without reporting to the Supervisor a reason
4 sufficient to justify the absence, the employee may be removed from the payroll as
5 having voluntarily resigned without notice. The Supervisor is to notify the Department
6 Head. Any unauthorized absence may be cause for disciplinary action, up to and
7 including termination.
8

9 28.4 PAYMENT OF UNUSED SICK LEAVE

10
11 A. An employee who terminates with less than five (5) years continuous service shall
12 not be paid for any unused sick leave credits.
13

14 B. Employees with varying years of continuous service shall, upon separation, from
15 the County in good standing, death or retirement, receive incentive sick leave pay as
16 follows:
17

18 5 to 10 years of service - 1/4 of all accrued sick leave, with a maximum of 30
19 days.
20

21 10 to 15 years of service - 1/2 of all accrued sick leave, with a maximum of 90
22 days.
23

24 15 years or more - 1/2 of all accrued sick leave, with a maximum of 120 days.
25

26 C. The payments made as terminal pay for unused sick leave, whether paid as salary or
27 otherwise, shall not be used in the calculation of average final compensation for
28 retirement.
29

30 D. Employees who leave the County service without proper notice or who are terminated
31 for just cause may be denied payment of accrued sick leave.
32

33 ARTICLE 29

34 HOLIDAYS

35
36
37 29.1 OFFICIAL HOLIDAYS

38
39 The following are holidays which shall be observed by all County offices in which
40 functions can be discontinued without adversely affecting required services to the public:
41

42 New Year's Day	Labor Day
43 Presidents Day	Columbus Day
44 Martin Luther King's Birthday	Veterans Day
45 Good Friday	Thanksgiving Day
46 Memorial Day	Thanksgiving Friday
47 Independence Day	Christmas Day

48

1 In addition to the above-designated holidays, the Board of Commissioners, in its sole
2 discretion, may grant other special holidays during the course of a year to some, or all,
3 County employees.
4

5 29.2 ELIGIBILITY

6

7 All salaried employees on the active payroll on the date of the holiday shall be eligible
8 for holiday pay at their regular rate of pay. Employees must be working or on approved
9 leave with pay the entire day before and the day after a holiday to be compensated for
10 said holiday.
11

12 29.3 WORK DURING HOLIDAYS

13

14 Each employee shall observe all holidays designated in this Section, provided that the
15 work load of the department is, in the discretion of the County Administrator, such that
16 the employee's work load cannot be discontinued without causing a hardship to the
17 County.
18

19 In the event that the work load in any department does not permit the observance of any
20 designated holiday, all employees required to work on said designated holiday, or if
21 holiday falls on employees designated day off, may be granted another day's leave in lieu
22 of the holiday or paid for the work performed on the holiday. If employee wishes to
23 substitute a holiday, it will be scheduled in the manner as annual leave.
24

25 29.4 HOLIDAYS FALLING ON WEEKENDS

26

27 Unless otherwise specified by the Board of County Commissioners - when a holiday falls
28 on a Saturday, the preceding Friday shall be observed as a holiday - when a holiday falls
29 on a Sunday, the following Monday shall be observed as a holiday.
30

31 Some County facilities are open on Saturdays and Sundays. When a holiday falls on a
32 Saturday or Sunday, those facilities will observe the holiday on the actual holiday in lieu
33 of the normally scheduled County Holiday.
34

35 29.5 HOLIDAY DURING PAID LEAVE

36

37 Employees on annual or sick leave during periods when designated holidays occur shall
38 not have the day of the holiday charged against their accrued leave.
39

40 29.6 OBSERVANCE OF RELIGIOUS HOLIDAYS

41

42 Employees who choose to observe other "holidays" for religious or other reasons must do
43 so by utilizing annual leave pursuant to Article 30.
44

45 29.7 ADDITIONAL DAYS OFF WITH PAY

46

47 Members of the bargaining unit may receive additional days off with pay (not holidays) if
48 approved by the Board of County Commissioners, subject to rules set forth by the County
49 Administrator. All such days off, if granted, must be taken in increments of whole days.

1
2 **ARTICLE 30**

3
4 **ANNUAL LEAVE**

5
6 **A. ELIGIBILITY**

7 All salaried employees with regular status working 20 hours or more per week
8 shall earn and accrue annual leave with pay.

9
10 **B. ACCRUAL**

11 For current employees and employees hired on or prior to September 30, 1999,
12 Annual leave for regular, employees shall be earned in accordance with the
13 following table:

Years of Continuous Service	Hours of Leave Earned During Each Calendar Month	Hours of Leave Earned During Each Calendar Month
-----	-----	-----
-		
	40 HPW	37 ½ HPW
1 through 3 years	4 hours per bi-weekly pay period (13 working days per year)	3.75 hours per bi-weekly pay period (13 working days per year)
4 through 10 years	5 hours per bi-weekly pay period (16 1/4 working days per year)	4.75 hours per bi-weekly pay period (16.5 working days per year)
11 through 15 years	6 hours per bi-weekly pay period (19 1/2 working days per year)	5.75 hours per bi-weekly pay period (19.9 working days per year)
16 through termination of employment		
	7 hours per bi-weekly pay period (22 3/4 working days per year)	6.75 hours per bi weekly pay period (23.4 working days per year)

41
42 Monroe County currently has a bi-weekly pay period system commencing at
43 12:00 a.m. Sunday, ending two Saturdays later at 11:59 p.m. There are 26 pay
44 periods per year.
45

For employees who are hired on October 1, 1999, or after Annual leave for regular, full-time employees with a work week of 40 hours per week shall be earned in accordance with the following table:

Years of Continuous Service	Hours of Leave Earned During Each Calendar Month
-----	-----
1 through 5 years	4 hours per bi-weekly pay period (13 working days per year)
6 through 15 years	5 hours per bi-weekly pay period (16 1/4 working days per year)
16 through termination of employment	6 hours per bi-weekly pay period (19 1/2 working days per year)

Monroe County currently has a bi-weekly pay period system commencing at 12:00 a.m. Sunday, ending two Saturdays later at 11:59 p.m. There are 26 pay periods per year.

Annual leave for employees working less than 40 hours per week, but more than 20 hours per week will be prorated according to the hours worked. When there has been a break in employment of 48 hours or more, the employee, upon reinstatement or re-employment, will begin earning annual leave as a new employee.

Employees who are on leave without pay status for more than 8 hours during a pay period will not accrue annual leave for that pay period.

C.

1. Annual leave may be used on a payday-to-payday basis as it is earned according to scheduling requirements and may be accumulated up to 40 working days. Any time earned in excess of this amount will be handled in accordance with the Monroe County Personnel Policies and Procedures.

2. All annual leave must be approved in advance by the applicable Department Head, Division Director and/or the County Administrator depending on the position held by the requesting employee. The employee shall fill out his Leave Request Form and submit it to the Department Head, who has the right to deny an employee's request for annual leave, if granting such leave at that time would be detrimental to County operations. Upon such denial, the employee may request the leave at another time.

1
2 The Department Head is responsible for verifying that the employee does have
3 sufficient accrued leave to cover the period of absence, and should return the
4 leave request to the employee indicating approval or denial, within seven (7) days
5 of receipt of the request, unless a valid reason is given to the employee for the
6 delay.
7

8 **D. ANNUAL LEAVE PAY UPON SEPARATION**
9

10 Payment of annual leave shall be based on the employee's regular rate of pay and
11 terms of separation.
12

13 **E. RESTRICTIONS**
14

15 Annual leave may be used for any purpose; however, it is a privilege incident to
16 County service and is not a right, and may only be used by the employee if taken
17 prior to termination for cause or in accordance with these policies, with the
18 following restrictions:
19

- 20 1. Annual leave may not be taken until accrued in accordance with these
21 rules.
22
- 23 2. Employees will not accrue annual leave during a leave of absence
24 without pay, a suspension or when the employee is otherwise in a non-
25 paid status.
26
- 27 3. Article 25.2 -Resignations.
28
- 29 4. Employees who leave the County service without proper notice or who
30 are terminated for just cause may be denied payment of accrued annual
31 leave.
32
- 33 5. An employee who leaves the County and wishes to receive payment for
34 annual leave must sign a waiver and general release of any and all claims
35 against the County and its official, managers, supervisors, employees and
36 insurers to receive payment of annual leave.
37

38 **ARTICLE 31**
39

40 **UNIFORMS, TOOLS AND EQUIPMENT**
41

- 42 31.1 For employees required to wear a uniform, the County will furnish two sets of shirts and
43 pants for each day the employee is regularly scheduled to work in a workweek, plus one
44 additional uniform, i.e., five-day employees will have 11 sets and four-day employees
45 will have 9 sets, and all on-call employees shall receive an additional 2 sets, not to exceed
46 15 sets. Bargaining unit employees shall be given their choice of long or short pants,
47 except for those positions for which the County makes the determination that long pants
48 are required. The determination to require long pants will not be arbitrarily made. Such

uniforms are not to be worn except while employees are on the job and while traveling to and from the job.

31.2 Tools and equipment that are normally supplied by the County will be used properly and carefully by employees who require them in their work. It is the responsibility of the employee to use and secure such tools and equipment in such a manner as to minimize the potential for loss or theft.

31.3 Tools and equipment provided by the County will be replaced by the County if they are stolen or broken during normal use and provided proper care and prescribed security measures have been followed and loss or breakage is not due to the employee's negligence or abuse. Loss or breakage due to employee's negligence or abuse subject to discipline

ARTICLE 32

REMUNERATION

32.1 Monroe County has established a program to recognize County employees who have been in the County Service for Five, Ten, Fifteen, Twenty, Twenty-five and Thirty years.

At the employee's anniversary date, or as soon thereafter as is feasible, the Department must cause a letter to be placed in the employee's personnel file noting the years of service and must deliver the following, in a lump sum payment, to the employee:

a – For 5 years of service, a decorative pin and a \$100.00 award;

b – For 10 years of service, a decorative pin and a \$175.00 award and recognition at the BOCC meeting;

c – For 15 years of service, a decorative pin and a \$200.00 award and recognition at the BOCC meeting;

d – For 20 years of service, a decorative pin and a \$350.00 award and recognition at the BOCC meeting;

e – For 25 years of service, a decorative pin and a \$500.00 award and recognition at the BOCC meeting;

e – For 30 years of service, a decorative pin and a \$1,000.00 award and recognition at the BOCC meeting;

32.2 If, during the term of this agreement, the County non-union employees receive across-the-board cost of living allowances and/or merit increases, then all eligible employees within this bargaining unit covered by this collective bargaining agreement will immediately receive the same increase without the need for further bargaining.

32.3 Fleet Mechanic's Incentive Pay

A. The Fleet Mechanics' incentive pay program is designed and based on Automotive Service Excellence (ASE) testing and certification criteria.

1 B. All fleet mechanics shall obtain prior approval to sit for any ASE exam
2 and complete an Educational Assistance form in accordance with section 2.11 of
3 the Monroe County Personnel Policies and Procedures Manual ("Manual"). Any
4 certifications must be for training that will enhance the ability of the employee to
5 perform in his or her job, not for training that is merely necessary in order to meet
6 the basic job requirements.

7
8 C. Upon successful completion of pre-approved education and testing for
9 certification and recertification, the mechanics shall be eligible for reimbursement
10 of tuition and training materials. The mechanics must present written certification
11 of successful course completion and paid receipts for testing and training materials
12 to the Personnel Office. Requests for reimbursement must be made within sixty
13 (60) days after notification of successful completion. All mechanics seeking
14 reimbursement should do so according to section 2.11 of the Manual. All
15 mechanics who receive reimbursement under this section must agree to remain
16 with the County for one (1) year of employment after reimbursement. If the
17 employee does not remain with the County for one (1) year following date of
18 reimbursement, he/she will be responsible to reimburse the County in a pro rata
19 amount at time of separation.

20
21 D. All newly hired fleet mechanics with active ASE certifications shall be
22 hired at \$200 per ASE certification per year above their base starting salary, with a
23 maximum of 20 ASE certifications counted toward this increase in starting salary.

24
25 E. Employees who are currently employed and who have active ASE
26 certifications are eligible to receive incremental pay for those certifications in
27 existence as of the effective date of this collective bargaining agreement upon
28 satisfactory proof of active certifications and approval by his/her supervisor.
29 Employees with current active ASE certifications are also eligible for the Incentive
30 Pay once the ASE certifications expire, provided they successfully complete pre-
31 approved education and testing for certification or recertification in accordance
32 with paragraph (C), above.

33
34 F. All fleet mechanics shall be allowed to progress at their own pace and
35 shall be awarded a \$200 per year increase in pay for each new ASE certification
36 received. All annual ASE incentive pay shall be divided and shall be paid 1/26th
37 per pay period.

38
39 G. All mechanics' promotional opportunities shall be handled in accordance
40 with existing Monroe County promotional salary increase policies. An employee
41 reclassified, transferred or hired through promotional opportunity of one pay grade
42 level or higher shall receive the greater of the minimum salary of the pay range or a
43 5% salary increase, calculated on the base salary (not including certification.) A
44 mechanic who received certifications prior to promotion will also continue to
45 receive the incremental incentive pay after promotion, provided the certification
46 remains active. Certifications earned after the promotion within that grade will
47 earn additional increases. In no case shall the employee's starting salary after
48 promotion be above the maximum pay range.

1 H. It is the responsibility of each employee to ensure that active certifications
2 are brought to the attention of the Fleet Management Director. The mechanics are
3 also solely responsible for obtaining any ASE certifications and/or recertifications
4 in accordance with the procedures outlined. The Fleet Management Director will
5 maintain accurate records of such certifications. In the event the certification
6 lapses, the Fleet Management Director is responsible for completing the
7 appropriate PAF to remove the incentive pay. Expired certifications will result in a
8 permanent reduction of \$200 per year per expired certification from the employee's
9 pay.

10
11 **ARTICLE 33**

12
13 **ENTIRE AGREEMENT**

14
15 33.1 The parties acknowledge that during the negotiations, which resulted in this Agreement,
16 each had the unlimited right to make demands and proposals with respect to any subject or
17 matter not removed by law from the area of collective bargaining. They, therefore, each
18 voluntarily and unqualifiedly waive the right for the term of this Agreement to bargain
19 collectively with respect to any matter referred to or covered in this Agreement, or with respect
20 to any subject or matter not specifically referred to or covered by this Agreement.

21 33.2 This Agreement represents the entire agreement between the parties and no other
22 Agreements or practices are binding upon either party hereto with respect to wages, hours or
23 working conditions of the employees covered hereby. The County shall not be obligated to
24 continue any benefits or employee practices which it has given or engaged in prior to the
25 execution of this Agreement unless such benefits or practices are specifically set forth in this
26 Agreement, and past practices of the employer will not be considered in interpreting this
27 Agreement.

28 33.3 The parties also agree that the County may unilaterally make changes in the terms and
29 conditions not covered in this Agreement without having to bargain over any such decision or its
30 effects. This Agreement expressly permits the County's right to make such changes.

31 **ARTICLE 34**

32
33 **PRINTING AGREEMENT**

34
35 34.1 This Agreement shall be printed within a reasonable time by the County. The County
36 shall provide three originals of the contract to the Union.

37
38 **ARTICLE 35**

39
40 **SAVINGS CLAUSE**

41
42 If any article, section, or provision of this Agreement should be found invalid, illegal or
43 not enforceable by reason of any existing or subsequently enacted legislation or by
44 judicial authority, all other articles and sections of this Agreement shall remain in full
45 force and effect for the duration of this Agreement. If such action occurs, the County and

1 the Union shall meet within thirty days for the purpose of negotiating a mutually
2 satisfactory replacement for such provision.
3
4

5 **ARTICLE 36**

6
7 **DURATION OF CONTRACT**
8

9 36.1 After ratification by the parties, this Agreement shall be effective as of October 1, 2014,
10 and shall remain in force and effect until midnight, September 30, 2017.
11
12
13

14 **BOARD OF COUNTY COMMISSIONERS**
15 **MONROE COUNTY, FLORIDA**

TEAMSTERS LOCAL NO.769

16
17
18
19 By *Sylvia J. Murphy*
20 Chairman

By *Bone*
Officer/Business Representative

21
22 Date: November 18, 2014
23

Date: 9/19/14

24 AGREED TO BY:

25 Attest:

26
27
28 By: *R. G. H.*
29 County Administrator

By: *Mark Anderson*
Print Name: Mark Anderson
Steward

30
31
32 Date: November 18, 2014
33

Date: 9/29/14

34 By: *Cynthia L. Hall*
35 Clerk

By: *Jose Varela*
Print Name: Jose Varela
Steward

36
37
38
39 Date: November 18, 2014
40

Date: 9/23/14

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date: 9.29.2014

BULLETIN BOARD LOCATIONS

1		
2		
3		
4		
5	PUBLIC WORKS	STOP #9
6	(MM 5)	
7	DETENTION FACILITY	
8	5501 COLLEGE RD	
9	KEY WEST, FL. 33040	
10		
11	AIRPORTS	STOP #5
12	KEY WEST	
13	3491 SOUTH ROOSEVELT BLV.	
14	KEY WEST, FL. 33040	
15		
16	COURTHOUSE	
17	MM 0	STOP #8
18	500 WHITEHEAD STREET	
19	KEY WEST, FL. 33040	
20		
21	ROADS & BRIDGES TRAILER	STOP #4
22	(by Airport)	
23	KEY WEST	
24	3583 SOUTH ROOSEVELT BLV.	
25	KEY WEST, FL. 33040	
26		
27	FACILITIES MAINTENANCE	
28	(by Airport)	STOP #4
29	KEY WEST	
30	3583 SOUTH ROOSEVELT BLV.	
31	KEY WEST, FL. 33040	
32		
33	TRANSFER STATION	STOP #10
34	CUDJOE MM 21 1/2	
35	BLIMP ROAD	
36	CUDJOE KEY, FL. 33042	
37		
38	PUBLIC WORKS	STOP #16
39	MARATHON MM 49	
40	10600 AVIATION BLV.	
41	MARATHON FL. 33050	
42		
43	PUBLIC WORKS	STOP #19
44	PLANTATION KEY MM 88 1/2	
45	88770 OVERSEAS HWY.	
46	TAVERNIER FL. 33070	
47		
48	TRANSFER STATION	STOP #24
49	KEY LARGO MM 107	
50	11180 COUNTY ROAD 905	
51	N. KEY LARGO, FL. 33037	
52		
53	AIRPORT	STOP #15
54	MARATHON MM 49	
55	9400 OVERSEAS HWY	
56	MARATHON, FL. 33050	
57		
58		
59	TRANSFER STATION	STOP #17
60	LONG KEY MM68	
61	LONG KEY, FL. 33001	
62		
63	CARD SOUND TOLL FACILITY	STOP #25
64	58070 CARD SOUND ROAD MM107	
65	KEY LARGO, FL. 33037	
66		
67	MURRAY NELSON CENTER	STOP #26
68	102050 OVERSEAS HWY MM 102	
69	KEY LARGO, FL. 33037	
70		
71		
72		



GRIEVANCE FORM

TEAMSTERS LOCAL UNION 769

8000 S. Orange Ave #107
Orlando, FL 32932

12365 W. Dixie Hwy.
Miami, FL 33161

862 20 Place
Vero Beach, FL 32960

Grievant's Name _____ Job Title _____

Complete Address _____
(Include Zip Code)

Shift _____ Work Phone _____ Home Phone _____

Employer _____ Employer Manager _____

- 1 Grievant's Statement of Grievance: Describe in detail the action giving rise to the complaint. Specify names, dates, classification, place and site of violation, time, etc.

- 2 Specify the Article(s) of the agreement which is/are violated. _____

- 3 What is the remedy and/or relief sought? _____

I hereby authorize the Teamsters Local Union 769 to act for me in the disposition and settling of this grievance.

Date _____ Grievant's Signature _____

Date _____ Steward Signature _____

DECISION & APPEAL OF GRIEVANCE

Decision of Manager _____

Date of Decision _____ Employer's Signature _____ Title _____

Signature of Union Steward _____ Date _____

Grievance Settled: YES: _____ NO: _____

Case Appealed to: _____ Date _____

Case Appealed by: _____ Date _____

Decision of Appeal _____

Signature of Deciding Employer Officer _____ Date _____

Signature Union Representative: _____ Date _____

Grievance Settled: YES: _____ NO: _____

Case Filed for Arbitration YES: _____ NO: _____

By: _____ Title: _____

1
2
3

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

TEAMSTERS LOCAL UNION NO. 769	:	
AFFILIATED WITH THE INTERNATIONAL:	:	
BROTHERHOOD OF TEAMSTERS,	:	
CHAUFFEURS, WAREHOUSEMEN AND	:	
HELPERS OF AMERICA,	:	
Petitioner,	:	Case Nos. RC-93-063
	:	RC-93-064
v.	:	RC-93-065
MONROE COUNTY BOARD OF COUNTY	:	
COMMISSIONERS,	:	
Respondent.	:	<u>VERIFICATION OF ELECTION</u>
	:	<u>RESULTS AND CERTIFICATION</u>
	:	<u>OF EXCLUSIVE COLLECTIVE</u>
	:	<u>BARGAINING REPRESENTATION</u>

Stanton R. Orr, Miami, attorney for petitioner.

John D. Gronda and Donna M. DiChiara, Miami, attorneys for respondent.

A secret ballot election was conducted March 22, 1994, in the following unit:

INCLUDED: All full-time and regular part-time employees employed by the Monroe County Board of County Commissioners in the following classifications: airport maintenance technician, airport rescue firefighter, airport security guard supervisor, animal control officer, animal tender, bridge tender, bridge tender lead worker, building maintenance technician, carpenter, carpenter foreman, communications assistant, communications technician, crew chief, custodian, custodian foreman, dispatcher, electrical/electronic technician, electrical maintenance technician, electrician, electrician foreman, EMS support services manager, EMT/Driver, equipment operator, equipment operator - roads and bridges, equipment operator/maintenance, heavy equipment operator, maintenance mechanic - facilities maintenance, maintenance mechanic - roads, maintenance/toll collector, maintenance worker I - facilities, maintenance worker I - roads, maintenance worker II, mason, master plumber, mechanic I - fleet

1050

RC-93-063
RC-93-064
RC-93-065

management, mechanic III - fleet
management, mechanic II - environmental
management, mechanic III - environmental
management, operator, paint and body
mechanic I, paint and body mechanic III,
painter, painter foreman, paramedic,
park attendant, plumber, plumber foreman,
man, resident park attendant, road
striper, roofer, security guard -
airport, security guard - correctional
facility, security guard - correctional
foreman, senior communications technician,
clian, services manager - fleet manage-
ment, services technician, shift
captain/airport rescue, survey party
chief, toll collector, traffic sign
coordinator, transportation driver,
truck driver, and weighmaster.

EXCLUDED: All temporary employees, grant
employees, supervisors, and all other
employees of the Monroe County Board of
County Commissioners.

The election results are as follows:

1. Approximate number of eligible voters	199
2. Void ballots	1
3. Votes cast for Petitioner	129
4. Votes cast against participating organization	52
5. Valid votes counted	181
6. Challenged ballots	7
7. Valid votes counted plus challenged ballots	188
8. Challenges are not sufficient to affect the results of the election.	

The Commission VERIFIES the results of the election conducted March 22, 1994. Petitioner (OR-86-047) received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(b), Florida Statutes, the Commission CERTIFIES the Petitioner as the exclusive bargaining representative for employees in the unit described above. Certification number 1050, is issued to the Petitioner.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within thirty days from the date of this order. Except in cases of indigency, the court will

RC-93-063

RC-93-064

RC-93-063

require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes, and the Florida Rules of Appellate Procedure.

Alternatively, a motion for reconsideration may be filed. The motion must be received by the Commission within fifteen days from the date of this order. The motion shall state the particular points of fact or law allegedly overlooked or misapprehended by the Commission, and shall not reargue the merits of the order. For further explanation, refer to Florida Administrative Code Rule 38D-15.005.

It is so ordered.

HORNE, Chairman, SLOAN and ANTHONY, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on April 7, 1994.

BY:

Clerk

/slm

